

GUARDIAN SUBSIDY AGREEMENT

The following agreement has been entered into by and between the Wisconsin Department of Health and Family Services, Division of Children and Family Services (hereinafter called the "Department"), and _____ (hereinafter called the "guardian(s)"), for the purpose of facilitating the subsidized guardianship of _____ (hereinafter called the "child"), born on _____ (mm/dd/yyyy), and to aid the family in providing proper care for the child.

This document is the *initial agreement*. The guardian(s) agree that he / she / they intend to accept legal guardianship of the child named above and have signed this document prior to finalization of the guardianship for the purposes of receiving guardian subsidy assistance payments and / or services for the child under Titles XIX and XX of the Social Security Act from the time of placement.

PROVISIONS OF AGREEMENT

I. Assistance

A. Monthly Cash Payment

The amount of the monthly cash payment (guardian subsidy) shall total \$ _____ per month.

The amount of this monthly cash payment (guardian subsidy assistance) is based on the needs of the child and the circumstances of the guardian(s) and has been determined by mutual agreement between the guardian(s) and the Department. The amount of the payment does not exceed the foster care maintenance payment for the guardian child if he / she were in a foster home in the State of Wisconsin.

B. Medical Care

1. Medical benefits as provided under Title XIX of the Social Security Act (Medicaid) will be available to the child in accordance with the procedures of the state in which the child resides. The benefits provided through Medicaid will vary from state to state and are subject to change based on federal and state legislation. If the child is not eligible for Medicaid in the state of residence, Wisconsin will provide Medicaid.
2. Medicaid provides benefits when other insurance does not provide coverage. Documentation of changes in health and other insurance may be required.

C. Social Services

Social Services provided under Title XX of the Social Security Act will be available to the child in accordance with the procedures of the state in which the child resides.

D. Moving Out-of-State

Upon receipt of notification that the child has moved or will be moving across state lines, the Department will refer the child to the new residence state for eligibility to receive Medicaid under Title XIX of the Social Security Act, and social services under Title XX of the Social Security Act. Any monthly cash payment will continue from the State of Wisconsin. The interests of the child are protected through Wisconsin's participation in the Interstate Compact on Adoption and Medical Assistance.

II. Notification of Change

- A. The guardian(s) will immediately notify the Department, in writing, if he / she / they are no longer legally responsible for the support of the child or are no longer supporting the child. For the duration of this agreement, it is the responsibility of the guardian(s) to notify the Division of Children and Family Services, P.O. Box 8916, Madison, Wisconsin 53708-8916, of the following:
- | | |
|--|--|
| 1. Change in family's address | 6. Date of death of child |
| 2. Change in the child's legal Guardian or guardianship status | 7. Date of completion of high school |
| 3. Date child enters military | 8. Change in health insurance benefits |
| 4. Date of marriage of child | 9. Date guardian(s) are no longer supporting child or are no longer legally responsible to support child |
| 5. Date child is no longer in the home | |

- B. The Department will notify the guardian(s), in writing, of changes in guardian subsidy assistance payments or other program requirements implemented as a result of state or federal law or policy change.
- C. The guardian(s) may identify an interim caretaker to receive the guardianship payment for support of the child in the event the guardian(s) die, become incapacitated or the guardianship is terminated. The interim caretaker may apply to receive the monthly cash payment for up to 12 months while a permanent placement is arranged for the child. The interim caretaker must be approved by the Department to receive the monthly cash payment.

Name: _____
Birthdate: _____ (mm/dd/yyyy)
Address: _____
Telephone: _____

III. Review Agreement

- A. The Department may send an annual review questionnaire to the guardian(s) which must be completed and returned within 30 days.

IV. Termination of Payment

Termination will occur in any of the following circumstances:

- A. This agreement will terminate upon the conclusion of the terms of this agreement.
- B. This agreement will terminate upon request of the guardian(s).
- C. Guardian subsidy payments will terminate when the child reaches the age of 18, with the following exceptions:
Guardian subsidy assistance and Medicaid coverage may continue up to age 19 if the child is a full-time student in high school or the equivalent.
- D. This agreement will terminate upon the child's death or marriage.
- E. This agreement will terminate upon the death of the guardian in a single parent family or the death of both guardians in a two-parent family.
- F. This agreement will terminate at the cessation of legal responsibility of the guardian(s) for the child.
- G. This agreement will terminate if the Department determines that the child is no longer receiving support from the guardian(s).
- H. This agreement will terminate if the agency having guardianship of the child removes the prospective child under guardianship from the home of the prospective guardian(s) prior to the finalization of the subsidized guardianship.

V. Special Provisions

This agreement shall remain in effect regardless of the state in which the guardian(s) reside at any given time. Under no circumstances will the Department use the provision of guardian subsidy assistance as a cause for monitoring family functioning after the subsidized guardianship is finalized.

VI. Services

Proposed Guardian Initial Here (initial all):

_____ I understand that the child and I will no longer be assigned to a social worker.
_____ I understand that the child and I will no longer be required to go to court.
_____ I understand that the child will no longer have a court-appointed attorney.
_____ I understand that I may still adopt the child in the future.
_____ I understand that I may contact the Foster Care and Adoption Resource Center if I need information about community resources.
_____ Other:

A signed copy of the guardian subsidy assistance agreement was given / sent to the guardian(s) on .
(mm/dd/yyyy)